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9 **UNITED STATES DISTRICT COURT**  
10 **DISTRICT OF NEVADA**

11 AAAA INVESTMENTS, LLC, a Nevada  
12 limited liability company

13 Plaintiff,

14 v.

15 TWIN CITY FIRE INSURANCE COMPANY,  
a Connecticut corporation<sup>1</sup> doing business in  
16 Nevada; DOES I through X; and ROE  
CORPORATIONS I through X, inclusive,

17 Defendants.  
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Case No.: 2:24-cv-01002-CDS-MDC

**JOINT STIPULATION REGARDING  
DISPOSITIVE MOTIONS AND STAY OF  
DISCOVERY PENDING DISPOSITIVE  
MOTIONS**

25 Plaintiff AAAA Investments, LLC ("Plaintiff") and Defendant Twin City Fire Insurance  
26 Company (collectively the "Parties"), by and through their respective undersigned counsel of record,  
27 hereby stipulate as follows:  
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<sup>1</sup> Twin City is an Indiana corporation, with its principal place of business in the State of Connecticut.

1           1.       On April 19, 2024, Plaintiff AAAA Investments, LLC (“Plaintiff”) commenced this  
2 action by filing its complaint (the “Complaint”) in the Eighth Judicial District Court, Clark County,  
3 Nevada (the “Nevada State Court”), in the matter captioned *AAAA Investments, LLC v. Twin City*  
4 *Fire Insurance Company, et al.*, Case No. A-24-891581-C (the “Coverage Action”). On April 22,  
5 2024, Plaintiff filed its amended complaint (the “Amended Complaint”) in the Nevada State Court.  
6 [ECF 1-3, pp. 8-18]

7           2.       Defendant Twin City Fire Insurance Company (“Defendant”) was served with a copy  
8 of the Amended Complaint and Summons on April 29, 2024 via the Nevada Commissioner of  
9 Insurance. [ECF 1-3, p. 5]

10          3.       Defendant removed to this Court on May 29, 2024. [ECF 1]

11          4.       On June 5, 2024, Defendant filed its Answer to the Amended Complaint [ECF 5] in  
12 which Defendant denied, *inter alia*, that the policy of insurance issued to Plaintiff, designated as  
13 Spectrum® Business Owner's Policy number 72 SBA BG 0013 SC (the "Policy"), afforded coverage  
14 for reported property damage that occurred during two incidents on September 7, 2023 and September  
15 21, 2023 at real property owned by the Plaintiff situated at 5889 E. Lake Mead Blvd., Las Vegas, NV  
16 (the "Property").

17          5.       The parties exchanged initial F.R.C.P. 26(a)(1) initial disclosures on September 4,  
18 2024.

19          6.       In the interests of judicial economy, the Parties now wish to stipulate to a process by  
20 which discovery and further proceedings in this case are stayed pending the resolution of a threshold  
21 legal issue via cross-motions for partial summary judgment on the issue of whether the Policy affords  
22 coverage for the damage at the Property, which cross-motions may be filed by the Parties pursuant to  
23 the terms of this stipulation.

24          7.       No Party shall oppose any other Party's cross-motion pursuant to Fed. R. Civ. P. 56(d)  
25 on the grounds that additional discovery is needed to resolve the threshold legal issues presented by  
26 the Motion.

27          8.       The Parties shall use good faith efforts to agree upon a Joint Stipulation of Facts, to  
28

1 consist of facts that the Parties will agree are undisputed solely for purposes of the cross-motions and  
2 without prejudice to the Parties' right to dispute such facts at a later stage of the case. The Joint  
3 Stipulation of Facts shall be filed no later than **January 21, 2025.**

4 9. The Parties shall use good faith efforts to agree upon a Joint Appendix, consisting of  
5 the Policy, claim investigation documents and documents related to the ownership and maintenance  
6 of the Property and other documents that may be cited to in support of a cross-motion and whose  
7 authenticity is undisputed. The Joint Appendix shall be filed no later than **January 21, 2025.**

8 10. In their Motions, the Parties may not (a) cite to any facts other than those included in  
9 the Joint Stipulation of Facts or established by the documents included in the Joint Appendix; or (b)  
10 rely on any documents other than those included in the Joint Appendix.

11 11. A Party's agreement to include a particular fact in the Joint Stipulation of Facts or to  
12 include a particular document in the Joint Appendix shall not constitute an admission that such fact  
13 or document is material to the issues to be decided in the Motions.

14 12. The Parties shall file their respective cross-motions with the accompanying  
15 memorandum of law required by Local Rule 7-2 and statement of facts required by Local Rule 56 by  
16 **February 7, 2025.**

17 13. The Parties shall file their respective responses with the accompanying memorandum  
18 of law required by Local Rule 7-2 and statement of facts required by Local Rule 56 by **February 28,**  
19 **2025.**

20 14. The Parties shall file any replies in support of a Motion by **March 14, 2025.**

21 16. All additional discovery in this action will be stayed from the date of this stipulation  
22 through a decision on the cross-motions.

23 17. In the event that the Court determines, in ruling on the cross-motions, that Defendant  
24 is entitled to a judgment because the Policy does not afford coverage for Plaintiff's insurance claim,  
25 then the Court shall enter judgment in Defendant's favor as to all seven of Plaintiff's causes of action.

26 18. In the event that the Court determines, in ruling on the cross-motions, that the Policy  
27 does afford coverage for Plaintiff's insurance claim, then the Parties will promptly meet and confer  
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about how to proceed and will file a Joint Status Report with the Court within 30 days of the Court's ruling on the Motions.

**IT IS SO STIPULATED.**

DATED: December 17, 2024

**MORTENSON & RAFFIE, LLP**

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*Counsel for Defendant Twin City Fire Insurance Company*

**ORDER**

The above stipulation of the Parties is hereby approved and entered. This matter is stayed pending resolution of the cross-motions and all remaining scheduling deadlines are vacated. The parties' Joint Status Report addressed in Paragraph 18 shall be titled 'Stipulated Status Report and Discovery Scheduling Order' and shall include new proposed discovery and pre-trial deadlines.

IT IS SO ORDERED.

UNITED STATES MAGISTRATE JUDGE

DATED: 12-19-24